

original

1 MICHAEL MIROYAN  
2 IN PROPIA PERSONA

3 BOX 3181  
4 Saratoga Ca. 95070  
5 ph: 408-913-3123  
6 E: MAC8881@me.com

FILED

JUN 17 2022 PM

U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

8 United States Bankruptcy Court  
9 Northern District of Calif.  
10 San Jose Division

11 in RE  
12 Hawaiian Riverbend, LLC  
13 Debtor

Case NO: 22-50314 SLT  
Chapter 11 (Sub-Chapter V)

date: June 21, 2022

Time: 2:00pm

Court: Hon. Steven Johnson

HR, LLC's opposition to  
motion to shorten time;

HR, LLC motion for  
reconsideration that does

stop the days  
to appeal so, HR does

not waive its right to  
appeal but allows judge  
to reconsider.

27 total pages (5  
28

Comes, now, Michael Miroyan

Pg. 1 of 2

1 who opposes the order shortening time  
2 for this rush to injustice hearing which  
3 if granted will establish manifest injustice.  
4 Miroyan requests reconsideration by  
5 the Honorable Steven Johnson and not let  
6 Counsel Michael Berger withdraw and  
7 leave his wholly owned single manager  
8 member LLC naked and without a voice  
9 or in the alternative 30 days to find counsel.  
10 Judge Johnson did not ask Manager Miroyan  
11 anything at the hearing. Miroyan was  
12 muted, not allowed to speak and as  
13 such was denied access to the Court's  
14 Judge Johnson set this hearing way too  
15 soon see Miroyan declarations and  
16 other exhibits.

25 Miroyan has been sabotaged by atty  
26 Berger who refused to file Miroyan or Barker  
27 declarations and who pretended to be atty in CH 13  
28 when he is not - see Berger disc. of comp.  
exhibit. Miroyan requests time to appear and  
get counsel.

## Vacant Land Broker Price Opinion (BPO) Comparisons Pages

Client: Michael Miroyan		Client File #:	
Subject Property: 3-6-8-2-53 14.6 acres Waikoloa		Appraisal File #:	

SITE VALUATION		COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
ITEM	SUBJECT						
Address	Waikoloa Rd and Paniloa Ave Corner location	Waikoloa Rd 3-6-8-3-15		68-1850 Pua Mella St 3-6-8-3-28			
Proximity to Subject							
Sale Price		\$		\$		\$	
Price		\$		\$		\$	
Data Source/ Verification	County Tax Records	County Tax Records		County Tax Records			
Sale Date							
Location	Waikoloa Rd	Waikoloa Rd		68-1850 Pua Mella St			
Site Size	14.6 Acres	32.66 (2,000,000 1 million		Mountain 200,000			
Site View	Ocean and Mountain	None 0		None 0			
Site Improvements	None	None		Apartment		1,000,000	
Zoning	C 20	Commercial 3,000,000					
Net Adjustment		2,000,000		1,200,000			
Indicated Value		\$ 11,500,000		\$ 2,200,000		\$	
Net Adjustment		18 %		55 %			
Gross Adjustment		18 %		55 %			

Site Valuation Comments:

Subject is superior location on the corner of Paniloa Ave. and Waikoloa Rd. Paniloa is the main Entrance into Waikoloa Village. Waikoloa Rd. is the main north/south corridor from west Hawaii to Kamuela and to the eastern side of the island.

3-6-8-3-15 also known as Willow Plaza: Subject 1 is a commercial zoned vacant land on Waikoloa Rd. Restricted to commercial use under zoning where the subject property may be developed as residential or commercial under the current zoning.

3-6-8-3-28 4.6 acre apartment land: Subject 2 is zoned apartment. Rumor has it that there were also 30 affordable unit credits included with the sale which makes sense since the property sold 10/13/2005 for \$3,900,000. 1 Million Dollars seems to be underpriced so a barter of affordable credits seems credible which would make its value closer to \$2,500,000 for 4.6 acres zoned apartment.

ITEM		SUBJECT		COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address									
Proximity to Subject									
Sale Price		\$		\$		\$		\$	
Price /		\$		\$		\$		\$	
Data Source/ Verification									
Sale Date									
Location									
Site Size									
Site View									
Site Improvements									
Net Adjustment									
Indicated Value		\$		\$		\$		\$	
Net Adjustment									
Gross Adjustment									

Site Valuation Comments:

There are limited comparable sales for the subject property due to the economic down turn which started in 2007.

The subject property is superior to any other lands in the immediate area due to the corner location, CV zoning and potential views. My opinion is highest and best use is a mixed use development consisting mainly of residential apartments or condominiums with a convenience store and gas station on the corner. However just as a residential multifamily development with the CV zoning creates a potential for several hundred units. As per a potential map provided by the owner with 244 units with the ordinance extension until 2023 my opinion of value is around \$6 Million possibly more according to an approved layout and confirming onsite and offsite required improvements and cost. Rentals and moderate priced housing is badly needed in West Hawaii and especially in the Waikoloa area.

This parcel if combined with the owners approximately 6 acre parcel adjacent to the subject on the north side would create many needed jobs and new housing for the area within walking distance to shopping, and Waikoloa Village amenities. As a multifamily site the 6 acre property aka 3-6-8-2-21 should be valued at around a million dollars.

BPO  
Sotheby's  
John Miller

Dec. 2018

\$ 6 million  
14 Acres

+ \$ 1 million  
6 Acres

See pg. 2  
\$ 7 million 1/4

Debt < \$ 2 million  
I say < \$ 1 million

Client:		Client File #:	
Subject Property:		Appraisal File #:	

SITE VALUATION							
ITEM	SUBJECT	COMPARABLE SALE NO. 7		COMPARABLE SALE NO. 8		COMPARABLE SALE NO. 9	
Address							
Proximity to Subject							
Sale Price		\$		\$		\$	
Price /		\$		\$		\$	
Data Source/ Verification							
Sale Date							
Location							
Site Size							
Site View							
Site Improvements							
Net Adjustment							
Indicated Value		\$		\$		\$	
Net Adjustment			%		%		%
Gross Adjustment			%		%		%

Site Valuation Comments:

\* My opinion of Market Value for 3-6-8-2-53 consisting of approximately 14.6 acres of vacant land zoned CV 20 is approximately \$6,000,000.00 (Six Million Dollars)

\* My opinion of 3-6-8-2-21 consisting of 5.95 acres zoned Agriculture is approximately \$1,000,000.00. (1 Million Dollars) This value would be higher with Apartment Zoning or Multi Family Zoning.

This is a marketing price opinion only. I am not licensed as an appraiser and this price opinion is not to be used as an appraisal. I suggest the owner and any other interested persons or entities consult with a Hawaii State Licensed Appraiser for further information and verification of this information and any other historical information of interest.

John Miller RS70700  
Macarthur Sotheby's International Realty Inc.  
78-6831 Aili Dr. #163  
Kailua Kona, HI. 96740  
12/27/2018



To: Berger Law 6/6/22  
Case # 22-50314 @ 4:00pm

RE: HR, LLC debtor  
from: Manager M M. Royan  
5 pgs. w/ cover

Please be sure to file my 2pg.  
declaration and my Promissory Note  
attached.



Ming  
M M. Royan

DECLARATION OF MICHAEL MIROYAN

3 pgs. w/ note \$19,000  
ATTACHED  
mm  
6/6/22

I, Michael Miroyan, declare as follows:

1. I am the Managing Member for the Debtor Hawaiian Riverbend, LLC (the "Debtor") in the herein bankruptcy.

2. I have personal knowledge of the facts set forth herein. If called as a witness herein, I could and would testify competently and truthfully as set forth herein.

3. I am Debtor's proposed Responsible Individual pursuant to Local Bankruptcy Rule 4002-1. *I have prepared a \$10,000 Promissory Note to HA/BARKER. I am the client of MR. BERGER, NOT BARKER. (see note attached)*

4. I have interviewed two experienced real estate brokers, Jim Miller and Rex Phippen, to help determine who I want to ask the Court to employ as real estate broker, to sell the Debtor's real property.

5. I have been advised by Michael Jay Berger that I must look for replacement bankruptcy counsel and I am acting as Designated Responsible Individual for the Debtor.

6. I believe the Debtor can reorganize through the sale of the real property and use of the equity to negotiate and pay the creditors of the estate. The Debtor owns a real property vacant lot in Hawaii which I estimate is worth approximately \$6,000,000. The Debtor owes approximately \$150,000 in property taxes and \$540,000 to the Kai Family Trust, lienholder on the property. The Debtor estimates the total equity in the real property is approximately \$5,310,000. Debtor has \$380,622.70 in general unsecured debt. Through the sale of the Debtor's real property, Debtor will be able to pay off all of its creditors and have a significant amount of money left over. Debtor just seeks an opportunity to effectuate the sale of the real property.

Bj. 1/8/22  
Declaration

1 7. Allowing the Debtor to move forward in the Chapter 11 case is in the best  
2 interest of the creditors of the estate as it would give the Debtor an opportunity to pay the  
3 creditors off. Dismissal at this point would result in the immediate foreclosure of the  
4 Debtor's real property, and none of the creditors would get paid, except the foreclosing  
5 creditor.  
6

7 I declare under penalty of perjury that the foregoing is true and correct and that  
8 this declaration is executed on June 6, 2022 at Saratoga, California.  
9

10  
11   
Michael Miroyan

12 I was unaware of Michael Berger's  
13 withdrawal motion and I've never seen  
14 it. It was done without notifying me.  
15  
16

17 How can I hire a supposedly good  
18 law firm, pay \$25,000 cash on April 14/22  
19 and have these kind of problems?  
20  
21

22 Is someone sabotaging me? I've done  
23 my job and I own 100% of the membership  
24 interests of AR, LLC and it is a single asset  
25 real estate LLC with a single Manager  
26 member and owner, me. There's more I have  
27 to say. Like the fraud by Kai Family Trust!!  
28

I sent this w/ note attached @  
3:45pm 6/6/22 to Berger

6/6/22 Miroyan

MIROYAN

RESPONSE TO ORDER TO SHOW CAUSE RE DISMISSAL;

DECLARATIONS OF MICHAEL JAY BERGER AND MICHAEL MIROYAN IN SUPPORT THEREOF

# Declaration of Harold Barker

FILED  
JUN 07 2022  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

I am creating this document in support Michael Miroyan and his hiring of Michael Berger. My understanding is his commercially zoned property in Waikoloa Village has at least \$3 million in cash equity and more realistically like \$5 million in cash equity.

I support him in his endeavor because he is an honest guy, he has plenty of equity, he's been a friend of mine for about 15 years, and helped me out plenty of times, and I want to get paid back. Therefore, I want to make it very clear to you, Mr. Berger, who seems to have created confusion about this situation, that you are not my attorney. I never hired you, Mr. Berger, to be my attorney.

Michael Miroyan borrowed \$10,000 from me on April 14, 2022, the day I wired money to your firm, Mr. Berger, on behalf of Michael Miroyan. Michael Miroyan and I signed Mike's Promissory note between us, before I wired you, or your firm, the money on behalf of Michael Miroyan.

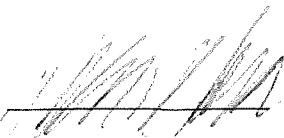
I have had no direct contact with Mr. Michael Berger, I was only present at the Wells Fargo bank when Michael Miroyan and I were at the bank setting up the transfer.

Michael Miroyan, hired Mr. Berger To handle his Chapter 11 bankruptcy. I've only heard about Mr. Berge's work, or lack thereof from Michael Miroyan. The Chapter 11 bankruptcy is Mike Miroyan's problem now.

I am taking my time right now, to document my declaration that I never hired Michael Berger, or have had any direct dealings with him. I was simply helping Michael Miroyan, because Michael Berger had to have the money within hours of me finding out Michael Miroyan's situation. It was our understanding that the wire transfer of the money was the only way we could meet the deadline of Mr. Berger.

I am spending my time doing this now to state that this was a personal loan. The fact the I facilitated the payment for Michael Miroyan for the hiring of Michael Berger for his bankruptcy case should not detract from the work that Mr. Berger is supposed to be doing for Mr. Miroyan.

I, Harold W. Barker, do hereby state that the above it true and correct to the best of my understanding and memory.



Harold W. Barker

Date:

6/5/2022



3 yr. DATE: 4-14-22  
\$ 10,000 Promissory Note

#1 Attachment  
M. Mironov  
DECLARATION

4 1/2% annual  
interest

For \$10,000 received  
by me, Michael Mironov, on  
today's date, I promise to  
pay back to lender, Mr. Harold  
Barker the full sum plus 4 1/2%  
annual interest equaling \$450/yr.

I will pay back the \$10,000  
in quarterly payments of interest  
only or interest due + principal  
payback without any prepayment  
fees. so I can pay back any  
amount of principle at any time.

I understand if I am late in  
payments to Mr. Barker I will  
incur a \$25<sup>00</sup> late fee.

Because time is of the essence  
and because I'm borrowing this money  
to pay an attorney for the filing of a  
Chapter 11 federal bankruptcy, Mr.  
Barker agrees to wire directly to the  
attorneys trust account on today's date  
with the understanding that Michael  
Mironov is the borrower of the funds  
and also will pay back their funds.  
Wherefore, all payments to be made 6206  
161 45012

# TRANSLATION & TYPED Note

Date: 4-14-2022

3 Year \$10,000 Promissory Note

4% Annual Interest

For \$10,000 received by me, Michael Miroyan, on today's date, I promise to pay back to Lender, Mr Harold Barker, the full sum plus 4% annual interest equalling \$400 per year.

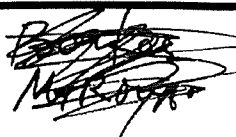
I will pay back the \$10,000 in quarterly payments of interest only or interest due plus principle payback without any prepayment fees so I can pay back any amount of principle at any time.

I understand if I am late in payment to Mr Harold Barker, I will incur a \$25 late fee.

Because time is of the essence and because I'm borrowing this money to pay an attorney for the filing of a chapter 11 federal bankruptcy, Mr Harold Barker agrees to wire directly to the attorneys trust account on today's date with the understanding that Michael Miroyan is the borrower of the funds and also will pay back those funds.

We agree all payments to be made at 620 Vasona Ave, Los Gatos, CA 95032

X

 Barker

X

 M Miroyan

Re: Hawaiian Riverbend, LLC - Case No.: 22-50314-SLJ

From: Michael Miroyan (mac8881@me.com)

To: lanaigardeninn@yahoo.com

Date: Thursday, June 16, 2022, 10:37 PM PDT

Mr. Silver,

In this email you said you have submitted to me, your declaration in support of the motion to convert my chapter 11 to a chapter 7 but I do not see it. It is not attached. I have enclosed it here and resubmitted it to you to see exactly the way I received it and there is no declaration by Wayne Silver

What you have submitted to me is the notice of the hearing ...2 pages And to request to shorten time which is ludicrous and it is an 3additional pages ... totalling 5pages in your PDF attachment.

You have not submitted to me at any time your declaration in support of this motion. And therefore I cannot answer it, because I've never seen it. And because your motion is incomplete it has to be denied and resubmitted with a proper and complete filing at a later date. I am opposed to shortening time of course... I don't even have a lawyer representing me on the chapter 11 case anymore.. and I'm asking for reconsideration by the judge Stephen Johnson of his last ruling allowing my attorney to withdraw without even speaking to me about it nor letting me speak on the matter.

Therefore, it appears your tireless efforts at establishing manifest injustice and stealing my hard earned equity in my property to the tune of about \$5 million... It's gonna have to wait for another day.

I remind you sir, you are an officer of the court, and I have told you I have evidence that your clients have committed crimes by sending to the Hawaii Bureau of Conveyances a FRAUDULENTLY NOTARIZED \$900,000 mortgage with my signature on it but my signature was never notarized by me; only by the crooked notary hired by the Kai's, your clients, to do that dirty deed.

There was no meeting on the minds as to when The \$900,000 mortgage was supposed to be paid back Mr. Silver, that makes it null and void by itself.

Furthermore that mortgage was increased from \$540,000 to \$900,000 without your clients putting up one red cent not a penny did they put up.... I increased the mortgage because I owed them money they had loaned me back in 2007 And I had been unable to pay it back, unsecured notes, until this deal came along and I brought it to them first.

There was never ever to be any Foreclosure do you understand? I didn't increase the mortgage by \$400,000 for them to foreclose; this is a Backstabbing double cross dirty trick by your clients and now by you. After I signed that Mortgage, WITHOUT NOTARIZATION specifically, so it could not be recorded, the Kai's and I were supposed to meet and agree on a payback schedule but they kept canceling the meetings; they kept avoiding me; why?? Unbeknownst to me, they already fraudulently notarized my signature With their crooked Notary 72 hours after I signed the mortgage.

The Kai's, your clients, had lawyered up for the Preceding 18 months before this event took place without me knowing anything about it... The Kai's Did so while they were members of the LLC; they did so while they held the first mortgage and the LLC ownership simultaneously; they breached their fiduciary duty to me as the manager of HR, LLC, and as a fellow member of our LLC, and as the person who invited them and offered him the deal initially in the first place! They are not supposed to hire lawyers without telling me.

They are not supposed to hire lawyers that advice them how to sour the deal and kill my real estate deal once we have an operating agreement in place that they've signed off on.

They're not supposed to stab me in the back and steal it are they Mr. Silver?

That's exactly what they did & they did it without telling me. And now you are knowingly and willingly assisting them in this crooked criminal endeavor.

So, for the 18 months preceding the event of me signing this mortgage... Where THE KAI'S PUT UP NOT ONE RED CENT... But were the beneficiary of close to \$400,000... I was fighting Hawaii attorneys Michael Carroll and Matthew Shannon without even knowing it!!



Therefore My business partners the Kai's in violation of our operating agreement, in violation of ethics , and in violation of honor and in violation of common decency lawyered up with those two attorneys in another state in Hawai'i For the express purpose foreclosing upon a mortgage they filed illegally !! and did so with the criminal intent of stealing HR, LLC's property and the \$5 million of cash equity within it.

Their Hawaiian lawyers did not surface for 18 months until January 2015 ; they were advising the Kai's and coaching them on how to kill this deal and how to sour my deal and that's exactly what they did; The Kai's are excellent liars : and I believed I was talking to my clients and my friends and my business partners when in reality they were being steered and advised and coached by lawyers with the only intent they had was to steal HR's land.

The Kai's went into breach of our membership purchase agreement in pursuit of their despicable goal.. in July 2012 and again in September 2012 by not meeting their financial obligations within that membership purchase agreement.

I sent them emails to that affect ; that they they were in breach ! Our Subcontractors were not getting paid, as the manager, I

was not getting paid, property taxes were not being paid, they dried up the money soured the deal and this is what killed the deal and eventually drove me into homelessness, because I had put my entire 31.3 acre parcel at the time, in May 2010, TMK #:6- 8- 0 02-021 Valued at \$1.5 million, into the LLC without any compensation whatsoever as my contribution.

This is not a case for summary judgment Mr. Silver, I'd say there's a few things in dispute, wouldn't you?

Now you know who you're representing and I can prove every word of what I say and that's why I'm swearing out this declaration to you under penalty of perjury under the laws of the state of California and of Hawaii because I'm including it as a sworn declaration in my submission to the federal bankruptcy court in both cases case number 22-50314, HR, LLC chapter 11 and in case number 22-50339, regarding Michael Miroyan, Debtor chapter 13 bankruptcy.

As an officer of the court Mr. Silver, you have a duty to let me bring my evidence in the court.

My position is this: That you, Mr. Wayne Silver, an attorney After being put on notice by this sworn declaration as well as other court hearings and other pleadings that you have see that I have filed, that you have a sworn obligation to allow my evidence to come into court as opposed to trying so vigorously to keep it out and establish manifest injustice and rip off a senior citizen, me, from all of his lifelong earnings . To continue along your current course of action and prevent me from bringing my evidence into court trying to get my case dismissed without bringing my evidence into the court , bribing my other attorney in the chapter 11 case, Michael J Berger so he sabotaged my Chapter 11 case #22-50314 and then shortening time where I don't even have an attorney representing my Hawaiian Riverbend, LLC is tantamount to joining the conspiracy to defraud me and doing so knowingly and willingly without establishing justice whatsoever.

And if that's your job , I suggest to you, that by establishment of the fact that you will not even look at the proof that I say I have, that you are doing everything you can to prevent it from coming into court without even seeing it ! is a rush to injustice in a violation of your oath and your duty as an Officer of the Court . You Sir, by your actions and your choices, have joined that conspiracy and you are personally liable in your individual capacity for doing so.

The right thing to do would be to allow the evidence to come into court and allow me to prove it but you won't allow that to happen therefore you are guilty of joining the conspiracy With the express purpose and intent of using an illegal instrument created fraudulently steal a man's land and all the equity within it if you possibly can all of which is not supposed to happen under the law.

Your clients waited 110 days to file a mortgage that I signed without any notarization .. I didn't have it notarized because I didn't want it filed until we had a meeting of the minds as to when it was gonna be paid back . We never got that. There was no meeting of minds between me and the Kai's ! But, there sure as hell was a meeting of the minds Between the Kai's and they're Hawaii lawyers 3300 miles away from San Jose, Ca. They had a meeting of the minds; with the criminal intent to file that mortgage whether it was notarized or not because that's the way they can foreclose upon it ... even if they have to lie in court under penalty of perjury ....and by this time after 18 months of lying to me, they were excellent liars.

The Kai's, Live in California in San Jose California on Mount Hamilton Road. The residence is here and Dr. Kenneth orthodontist practice is here in San Jose California and has been for 30 +years.

I have lived in the state of California continuously since 1998. all documents were signed here in the state of California; all contracts all escrow papers all notes on mortgages all agreements on membership purchase agreement everything was done here in the state of California and the LLC Hawaiian Riverbend LLC is managed here in the state of California and nowhere else

*Page 2 of 3*

The Kai's and they're crooked Hawaiian attorneys, cause it to be filed The fraudulent mortgage of \$900,000 on November 18 of 2013 and it was all due and payable \$900,000.... in 12 days !! Filed on November 18 all due and payable on December 1, 2013. Who has ever heard of such a thing?

Are you really gonna argue that I would do such a thing? you expect me or anyone else on the face of God's green earth, to believe I filed that mortgage??? Nobody in their right mind would file a mortgage like that except your crooked clients... That you are so vigorously protecting.

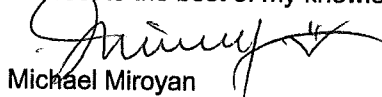
What laws are you violating and what oaths are you breaking by not allowing my evidence and welcoming it into court to see who is telling the truth?

I cannot answer your motion shorten time because there's no declaration attached to it.

I, Michael Miroyan, do hereby swear under penalty of perjury of the laws of state of California and Hawaii that everything that I say above is true and correct to the best of my knowledge and understanding.

Date:

June 16, 2022



Michael Miroyan

Manager/member and owner of 100% of the membership interests of Hawaiian Riverbend

,LLC.

Page 3 of 3



Fwd: Hawaiian Riverbend, LLC - Case No.: 22-50314-SLJ

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From: Michael Miroyan (mac8881@me.com)

To: lanaigardeninn@yahoo.com

Date: Thursday, June 16, 2022, 08:38 PM PDT

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Sent from : #17phonemm'22

Begin forwarded message:

**From:** Michael Miroyan <mac8881@me.com>

**Date:** June 9, 2022 at 1:07:41 PM PDT

**To:** Wayne Silver <ws@waynesilverlaw.com>

**Cc:** Michael.Berger@bankruptcypower.com, michael.berger@ecf.courtdrive.com

**Subject: Re: Hawaiian Riverbend, LLC - Case No.: 22-50314-SLJ**

Mr. Silver ,

You were at today's telephonic hearing in front of the Honorable Stephen Johnson regarding case #22-50339, my personal chapter 13 bankruptcy when I specifically told that Judge on three or four separate occasions that you have not perfected service in this matter and by you giving me this document via email does not satisfy service either.

Your little scam whereby you have attorney Michael Berger who I did hire to represent my Hawaiian Riverbend, Llc in its Ch. 11 BK, all of a sudden becoming my chapter 13 attorney because it's convenient for you has failed. FAILED FAILED FAILED ...WHO IS GOING TO SIGN YOUR CERTIFICATE OF SERVICE ???

I need to go by my notary again he'll do it he did it the first time on the mortgage and he'll do it I got his name give me a call and I'll give it to you or do you already got it in your back pocket?

You have not ever served me these papers. PERIOD.

You have not ever served me these papers And you reiterated that three different times to the judge at the close of the hearinAnd you reiterated that three different times to the judge at the close of the hearing on my chapter 11 BK where are you and you're paid for whore, Michael Berger, froze me out without any words without any bleeding being piled in your little gamesmanship of how to fuck a pro per dependent or even not appropriate dependent and this, PDF of yours Wayno , in your email the first time I've ever seen it.... whatever it is... Certainly does not perfect service buddy....CERTAINLY DOES NOT PERFECT SERVICE, buddy

Sent from : #17phonemm'22

On Jun 9, 2022, at 12:56 PM, Wayne Silver <ws@waynesilverlaw.com> wrote:

Attached please find the Notice of Hearing on Motion to Convert Case to Chapter 7, or in the Alternative, for Dismissal with Refiling Bar, with the Order Shortening Time attached.

Thank you.

**United States Bankruptcy Court**  
**Northern District of California**

In re Michael Haroutun Miroyan

Debtor(s)

Case No. 22-50339  
Chapter 13

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:
- |   |    |                 |
|---|----|-----------------|
| For legal services, I have agreed to accept           | \$ | <u>6,000.00</u> |
| Prior to the filing of this statement I have received | \$ | <u>1,952.00</u> |
| Balance Due   | \$ | <u>4,048.00</u> |
2. \$ 310.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:  
☒ Debtor      ☐ Other (specify):
4. The source of compensation to be paid to me is:  
☒ Debtor      ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
  - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
  - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
  - d. [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:  
**Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Date 5/6/22

/s/ Michael Jay Berger  
**Michael Jay Berger**  
 Signature of Attorney  
 Law Offices of Michael Jay Berger  
 9454 Wilshire Boulevard, 6th floor  
 Beverly Hills, CA 90212  
 (310) 271-6223 Fax: (310) 271-9805  
michael.berger@bankruptcypower.com  
 Name of law firm

## Court List for Service

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All other parties required to be served  
are registered CM/ECF users who have  
appeared in this case. B.L.R. 9022-1(a)  
and they will be served as soon as the  
Username & Password are provided to  
Mr. Miroyan who submitted his request  
for it via EMAIL to helpdesk 3 1/2  
ago at 11:45am on July 17, 2022.  
Why did he not get any response all  
day? They don't want him to be  
helped to file -

Mirya  
Miroyan